

ALABAMA MEDICAID AGENCY MATERNITY CARE PROGRAM INVITATION TO BID

**Bid No.
05-X-2156835**

Agency Contact:

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ALABAMA MEDICAID AGENCY
MATERNITY CARE PROGRAM
INVITATION TO BID

PART ONE
INTRODUCTION TO PROCUREMENT

The Alabama Medicaid Agency, hereinafter called Medicaid, an Agency of the State of Alabama, hereby solicits bids for the provision of Maternity Care Services in specific geographic areas defined by this Invitation to Bid.

The successful bidder, (hereinafter Primary Contractor), shall be responsible for the performance of all duties contained within this Invitation to Bid (ITB) for the firm and fixed price quoted in Primary Contractor's bid to this ITB. All bids must state a firm and fixed price for the services described.

The successful bidder will be responsible for implementation and coordination of a comprehensive maternity care delivery system that meets the needs of the Medicaid recipients as described within this ITB within specified geographic districts of the State of Alabama

I. GENERAL ITB REQUIREMENTS

Medicaid will enter into one contract for each of ten geographical districts. The boundaries of the districts are specified in Part Two. Successful bidders will act as Primary Contractors to provide a network of maternity services for all Medicaid recipients eligible for the Medicaid Maternity Care Program in the specified district.

All proposals must be received by the State of Alabama's Department of Finance, Division of Purchasing as specified in the Schedule of Activities.

II. PROJECT MANAGER

The individual designated by this bid to coordinate activities, resolve questions, monitor Primary Contractor performance, ensure that all contract requirements are met, approve payments and act as the Alabama Medicaid Agency contact for the Primary Contractor is:

Gloria Luster, Associate Director
Maternity Care Program
Alabama Medicaid Agency
P.O. Box 5624
501 Dexter Avenue
Montgomery, Al 36103-5624

Email: gluster@medicaid.state.al.us
(334) 353-5539 (334) 353-4818 (fax)

III. SCHEDULE OF ACTIVITIES

The schedule of activities for this bid process is listed below. All dates are estimated and are subject to change. All times are central standard time (CST).

| | |
|-------------------------------------|------------------------------|
| Bid Released | May 16, 2006 |
| Pre-Bid Questions Due | May 20, 2005 |
| Answers to Pre-Bid Questions Posted | May 23, 2005 |
| Bids Due | June 10, 2005, 5:00 p.m. cst |
| Bids Opened | June 13, 2005 |
| Contract Award | June 21, 2005 |
| Contractors Meeting (if necessary) | No Later Than June 24, 2005 |
| Readiness Reviews | July 2005 |
| Recipient/Provider Notices Mailed | July 18, 2005 |
| | |
| Program Start Date | August 1, 2005 |

IV. BIDDER QUALIFICATIONS

A. General

The Alabama Medicaid Agency actively solicits bids from persons/entities interested in serving as Maternity Primary Contractors. Any entity wishing to serve as a Primary Contractor must submit a written bid for participation. **A separate bid must be submitted for each bid district. Each bid submission must be complete and stand on its own. It is acceptable for a potential Primary Contractor to create a common management or administrative infrastructure that would serve more than one district. Any such arrangement must be described and the functions must be satisfied for each bid.**

Bids will be evaluated based on price and responsiveness to the bid specifications. Contracts will be awarded for a two-year period with the option for one additional one-year contract at the discretion of Medicaid. Contracts will be effective as specified in the Schedule of Activities. All bids shall become the property of the Medicaid Agency. Medicaid will not compensate the bidder for any costs incurred in preparing the bid.

This document outlines the qualifications which must be met in order for an entity to serve as Primary Contractor. It is imperative that potential Primary Contractors describe **in detail** how they intend to approach the provision of all aspects of care specified in the ITB. The ability to perform these services must be carefully documented, even if the bidder has been or is currently participating in Medicaid and providing this type of care for Medicaid recipients. Bids will be evaluated based on the written information that is presented in the bid. This underscores the importance and the necessity of providing in-depth information in the bid with all supporting documentation necessary. The bidder must demonstrate in the bid a thorough working knowledge of all program requirements as described in these ITB specifications, including but not limited to the applicable Operational Manuals, State Plan for Medical Assistance, Administrative Code requirements and Code of Federal Regulations (CFR) requirements.

Entities submitting bids must:

- (a) Have all necessary business licenses and professional certifications at the time of the contracting to be able to do business in Alabama;
- (b) Have demonstrated experience working with provision of maternity care;
- (c) Be organized primarily for the purpose of providing health care services;
- (d) Have the administrative capability to accept and pay claims;
- (e) Be able to provide reports to the state on utilization, expenses and quality measures;
- (f) Possess an adequate provider network with proper credentialing and geographic

- coverage, etc;
- (g) Be fiscally sound and possess adequate financial reserves.

Entities prohibited from submitting bids are:

Organizations which have any officer, director, agent and/or managing employee, any individuals with either direct or indirect ownership or control interest of 5% or more in the organization, employ, contract with, or through individuals or entities that have been:

- (a) Convicted of program related crimes; or
- (b) Convicted of patient abuse, fraud, obstruction of an investigation and/or offenses relating to controlled substances; or
- (c) Excluded from participation in Medicare or any States' health care program; or
- (d) Been assessed a Medicaid civil monetary penalty for false or fraudulent submittal of claims.

V. PRE-BID QUESTIONS

A. Submission of Questions for Pre-Bid Conference

Questions related to this solicitation must be directed in writing to the Project Manager. Bidders cannot contact or ask questions of other Medicaid staff. Contact with or questioning of Medicaid staff to obtain information about this ITB other than written inquiries to the project manager shall result in the rejection of the bid.

Questions must be received by the date specified in the Schedule of Activities. **Questions received after this date cannot be considered.** Questions may be submitted hard copy via regular mail or fax or by e-mail. Questions submitted hard copy should be accompanied by a 3.5 inch diskette or CD in Word 6.0. Questions pertaining to this solicitation should specifically reference the page and paragraph numbers in the Invitation To Bid to which the question refers. Questions submitted by the date specified in the Schedule of Activities will be answered in writing and posted to the Medicaid website. Vague or non-specific questions may be returned to bidders for clarification. Medicaid must receive all clarifications by the deadline date.

C. Bidder's Library

To help prospective bidders understand the Maternity Care Program and bid requirements, a Bidder's Library has been established. The Library contains:

- 1. Proposals from the current Primary Contractors.
- 2. The Previous ITB (for current contract period).

Prospective bidders should contact the Project Manager to schedule an appointment. Copies of the materials are available at a cost of \$.50 per page plus administrative time. Prospective bidders are encouraged to review available materials to determine their benefit in preparing responses to this ITB.

VI. AMENDMENTS TO BID

Amendments may be issued subsequent to the issue date of this solicitation. Receipt of solicitation amendments must be acknowledged by the potential bidder by signing and returning the signature page of the amendment to Medicaid. **Acknowledgements must also be returned as a part of the bidder's proposal.**

VII. BID REJECTION

Notwithstanding any other provision of this solicitation, Medicaid expressly reserves the right to:

- (a) Reject any or all bids, or portions thereof; and/or
- (b) Reissue the Invitation to Bid.

VIII. BID SUBMISSION REQUIREMENTS

A. General

1. All bids must be submitted in accordance with the requirements of the Division of Purchasing of the State of Alabama.
2. Each bid must include an individual bid bond in the amount of \$5000 payable to the State of Alabama issued by a company authorized to do business in the State of Alabama. This bid ensures a firm bid for contracting purposes for ninety (90) calendar days after the bid due date. Bid guarantees provided by unsuccessful bidders will be returned after ninety (90) calendar days.
3. Bids must be submitted with the following:
 - a) One (1) original and two (2) original-quality copies under sealed cover
 - b) One (1) copy of a 3.5 diskette or CD in Word 6.0 format.
4. All bids must be received at the Division of Purchasing by 5:00 pm CST on June 10, 2005.
5. Sealed bid packages may be mailed or hand delivered by the date in (4) above to:

State of Alabama
Division of Purchasing
RSA Union Building
100 N. Union Street
Suite 192
Montgomery, AL 36130-2401
Attention: Bernard Arrant
6. The outside cover of the package containing the bid shall be marked as follows:

Alabama Medicaid Maternity Care Services
BID # 05-X-2156835
District Being Bid
Bid Opening Date: June 13, 2005
Proposed Contract Award: June 20, 2005
7. Bids submitted in whole or part by modem or fax will be rejected.
8. Bids submitted after the deadline in (4) above will be rejected. It is the responsibility of the bidder to ensure the bid is delivered by the time specified.
9. Each bid should contain a price bid and a technical component. The technical should present a complete and detailed description of the bidder's qualifications to perform and its approach to carry out the requirements in the Scope of Work of this ITB. Technical components will be evaluated by Medicaid on a Pass-Fail basis.

The bid price is a firm and fixed price for the requirements of this ITB. The bid price should appear on the Purchasing Pricing Page. The successful bidder in each district will be paid a global fee per delivery. The global fee will be payment in full for all services, duties and administrative requirements as specified in this ITB. This fee will not be cost settled or modified based on actual experience and therefore should be considered as a firm and fixed bid price. There is no additional payment for high-risk pregnancies except for stop-loss provisions. The global fee should be computed in a manner that accounts for a proportion of high-risk pregnancies and associated higher costs.

10. Bidders are to submit a single price per district for a global delivery. In paying individual claims, that figure will be modified for persons who only receive services at the time of delivery and during the postpartum period. Refer to Part Two. VI.B.
11. NOTE: The Agency has specified a maximum contract price for each district. **The Agency does not intend to award a contract which exceeds the amount specified in Appendix D.**
12. As part of the firm and fixed price submission, bidders should include details to support the development of their bid price including the amounts/percentages of the bid to be spent on each component.
13. If the bid does not contain a firm and fixed price for each delivery, then the bid will not be considered to meet bid submission requirements. This includes any attempt on the bidder to bind Medicaid to the numbers or estimates given in the ITB.
14. Numbers and estimates provided in this ITB are informational only and do not represent a binding agreement or guarantee by Medicaid of volume of deliveries or payment.

B. Bid Submission Format

All bids submitted must demonstrate the ability to meet all program requirements.

Failure to address any of the required bid specifications will result in the bid not meeting the responsiveness requirement. Bids not deemed responsive will not be considered.

To facilitate the bid preparation, this ITB is available on diskette in Microsoft Word 6.0 format by request and is posted to the Alabama Medicaid Webpage. Please note that all attachments may not be available via electronically.

1. Contents:
Each bid (including all copies thereof) shall be 1) clearly sequentially numbered on the bottom (center) of each page, 2) submitted in three-inch, 3-ring binders, and 3) use 8.5 x11-inch paper and two-sided copies. A type size of eleven (11) points or larger shall be used.
2. Presentation:
Program specifics and descriptive information must be inserted as appropriate. All attachments including flowcharts, provider subcontracts, and copies of other program information should be properly identified.

Brochures or other presentations, beyond that sufficient to present a complete and effective bid, are not desired. Audio and/or videotapes are not allowed. Elaborate artwork or expensive paper is not necessary or desired.
3. Page Length:
Economy in preparation is encouraged. Additional credit is not given for extra description beyond that which is necessary. Bids must be within a 50 (front and back for a total of 100)

page limit, with up to an additional 50 (front and back for a total of 100) pages as necessary for attachments. NOTE: The transmittal letter and its attachments are not considered in the page limits.

4. Bid Organization:

- a. The bid must contain an Executive Summary of no more than three pages and should provide a brief overview of the history of the organization submitting the bid, experience of the entity, and proposed administration.
- b. The bid must contain a cover sheet which identifies a contact person for the bid including full name, title, address, telephone number, e-mail address and fax number. All correspondence regarding the bid will be directed to this individual.
- c. Bids must be organized following the outline specified in Section E. Medicaid will use the outline as a checklist to perform its first overall evaluation of the bid submitted, prior to a more in-depth evaluation. It is recommended that the Proposed Primary Contractor verify the contents of the bid to ensure that all ITB requirements have been met. All pages of bid shall be numbered sequentially. It is permissible to copy Medicaid forms if required.
- d. An authorized representative shall initial erasures, interlineation or other modifications of the bid in original ink. Medicaid discourages submission of bids that contain erasures, modifications or interlineation. Bids should be in final format at the time of submission.

C. Bid Opening

Bid openings will be conducted at the office of the Purchasing Director, Suite 192, RSA Union Building, 100 N. Union Street, Montgomery, Alabama as per the schedule of activities. Bid openings will be conducted by Purchasing in accordance with its policies and procedures.

D. Withdrawal of Bid

A bid may be withdrawn at any time prior to the bid opening by submitting a withdrawal in writing signed by a person with appropriate authority.

E. Technical Specifications Format

The bid shall include six (6) separate sections (with named and numbered tabs) presented in the following order:

1. Transmittal Letter
2. Table of Contents
3. Executive Summary
4. Work plan for various required components
5. Sample subcontracts for each entity subcontracting (e.g. hospital, physician)
6. Appendices

F. Transmittal Letter

The Transmittal Letter is a cover letter addressed to the Alabama Medicaid Agency and the State Department of Purchasing. It shall include the following information:

1. Identification of all materials and enclosures being submitted collectively as the bid in response to this ITB.
2. A statement identifying each amendment or addendum to this ITB that has been received; if no amendments or addenda have been received, a statement to that effect shall be included. The bidder shall list each ITB amendment or addendum acknowledged and received, by

amendment or addendum number

3. Identification of the bidder that will be the Primary Contractor and the name of the corporation or other legal entity submitting the bid. The bidder must assume sole and exclusive responsibility for all of the contract responsibilities and work indicated in the ITB (including any and all addenda). Any effort to limit or qualify this responsibility, or assign any responsibility to a subcontractor shall result in the bid being rejected as non-responsive to the bid requirements. Bidder shall use this section to state whether they are: Partnership, non-profit corporation, Alabama corporation, non-Alabama corporation or some other structure.
4. A statement certifying that the bidder, if a foreign corporation, has a current Certificate of Authority to do business in Alabama issued from the Alabama Secretary of State (include a copy of Certificate of Authority with bid).
5. A statement certifying that the bidder is in compliance with Affirmative Action, Equal Employment Opportunity, and Americans with Disabilities laws and regulations at the time the bid is submitted.
6. A statement acknowledging and agreeing to all of the rights of the Alabama Medicaid Agency contained in the provisions of this ITB.
7. A statement that the prices proposed have been arrived at independently without consultation, communication, or agreement with any other bidder or competitor involved in this procurement for this contract.
8. A statement that the bidder, through its duly authorized representatives, has in no way entered into any arrangement or agreement with any other bidder or competitor which could lessen or destroy free competition in awarding the contract sought by the attached bid.
9. A statement that, unless otherwise required by law, the prices quoted shall not be knowingly disclosed by the bidder, directly or indirectly, prior to award of the contract, to any other bidder, competitor or any other person or entity.
10. A statement that the bidder has not and will not make any attempt to induce any other person or firm to withhold or submit a bid for the purposes of restricting competition.
11. A statement that the person signing this bid is authorized to make decisions on behalf of the bidder's organization as to the prices quoted.
12. A statement that no person or agency has been employed or retained to solicit or secure the proposed contract based on an agreement or understanding for a commission, percentage, brokerage, or contingent fee.
13. A statement that the bidder and its subcontractors will maintain a drug-free workplace.
14. A list of the names of lobbyists and consultants employed or utilized by Bidder in any manner at any time to secure state business.
15. As required by the State of Alabama pursuant to Executive Order Number 55, Bidder shall disclose any relationship that Bidder or employees of Bidder have with public officials, public employees, and family members of public officials, public employees, and family members of public officials and public employees who stand to benefit from this proposal. Bidder shall provide a description of any financial benefit that may be gained by public officials, public

employees, and family members of public officials and public employees that may result directly or indirectly from this proposal. Bidder shall, upon award of this proposal, sign under oath and under penalty of perjury the disclosure statement required by the Ethics Commission, which requires disclosure of the same information as this provision.

(i) Subcontracts

If the use of subcontractors is necessary to meet bid requirements, a statement from each subcontractor, on official letterhead, shall be attached to the Transmittal Letter, signed by an individual authorized to legally bind the subcontractor to perform the scope of work as assigned, stating:

1. The general scope and volume of work to be performed by the subcontractor;
2. The subcontractor's willingness to perform the work indicated;
3. The names and titles of individuals who will be responsible for the subcontractor's efforts;
4. The rate or methodology (if a varying rate is to be paid) of reimbursement to be received for the subcontract services;
5. That the subcontractor's firm does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, developmental disability, political affiliation, national origin, or handicap, and complies with all applicable provisions of Public Law 101-336, Americans With Disabilities Act.

In accordance with 42 CFR 438.230, the use of subcontractors does not in any way relieve the Primary Contractor from its responsibilities under this ITB and/or contract with Medicaid. These letters will be used in determining whether the Primary Contractor can meet program requirements.

G. Deviations

Any bid which deviates, in any way whatsoever, from the detailed specifications and requirements in the ITB, shall explicitly identify and explain these deviations in the Transmittal Letter. The Alabama Medicaid Agency reserves the right, in its sole discretion, to reject any bid containing such deviations or to require clarifications before acceptance.

Bidders shall not place any qualification, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations or substitutions shall result in rejection of the bid.

IX. EVALUATION OF BIDS

In accordance with the law of the State of Alabama, bids will be evaluated as follows:

1. The Director of Purchasing will review each bid to determine if it meets submission requirements. Bids not meeting said requirements will be rejected.
2. The bid meeting submission requirements and having the lowest price will be forwarded to Medicaid for evaluation of technical specifications. If the low price bid does not meet technical requirements, Medicaid will evaluate the next lowest price bid for the district.
3. Medicaid reserves the right to reject and all bids.
4. In evaluating a bid, Medicaid reserves the right to request clarification from bidders for information provided in the bid for the purpose of determining responsibility of the bidder and responsiveness to the technical bid requirements. The State also reserves the right to contact any of the references listed in the bid. The State reserves the right to reject any and all bids.

5. Bidders will be notified of their status by the Division of Purchasing pursuant to its policies and procedures.

X. POST ITB CONTRACT AWARD

A. TERMS AND CONDITIONS

(a) Contract Offering

A bid filed in response to this ITB is an offer to contract with the Medicaid Agency based upon the terms, conditions, scope of work and specifications of the ITB. Bids do not become contracts unless and until the Department of Finance accepts them. A contract is formed when the Department of Finance provides written notice of award to the successful bidder and has delivered to the successful bidder, all of the terms and conditions of the contract contained in this solicitation, solicitation amendments and subsequent contract modifications, if any, signed by Medicaid. After such contract is fully executed and approved by all applicable authorities, it will be considered binding. Medicaid may also, at its option, modify any requirements described herein. All successful bidders will be notified of award. A list of successful bidders will also be posted to the Medicaid webpage.

Submission of a response to this ITB, acceptance of the award, and signing of the contract constitute evidence of Primary Contractor's understanding of and agreement to the terms and conditions expressed in this ITB and contract.

This contract can only be offered in conjunction with an approved 1915(b) waiver. If the waiver is not granted, then the Agency does not have the legal authority to operate this program as explained in this ITB.

(b) General

This ITB and any amendments thereto, Primary Contractor's bid, and all questions and answers made final shall be incorporated into the contract by the execution of a formal agreement. No alteration or variation of the terms of the contract shall be valid unless made in writing and duly signed by the parties thereto. The contract may be amended by written agreement duly executed by the parties. Every such amendment shall specify the date its provisions will be effective as agreed to by the parties. The contract and amendments, if any, are subject to approval by the Governor of the State of Alabama and CMS.

(c) Contract Requirements Meeting

After formal award, but prior to commencement of work, Medicaid and the successful Primary Contractor MAY meet to ensure that Primary Contractor understands, and agrees to accept the obligations contained in the ITB, including the applicable rules and regulations, any amendments to the ITB, and ITB questions and answers. Any areas in the Primary Contractor's proposal which require, in the sole discretion of Medicaid, further clarification to insure understanding and acceptance by the Primary Contractor of all the duties and responsibilities required by Medicaid for the firm and fixed price bid shall be addressed by Medicaid prior to commencement of work. Any unwillingness by Primary Contractor to meet the requirements expressed in the ITB, any amendments thereto, or as further explained in the ITB questions and answers for the firm and fixed price bid may result in rejection of Primary Contractor's bid, and consideration by Medicaid of the proposal submitted by the next lowest, responsive, responsible bidder. If held, the meeting is to be conducted within 20 calendar days of contract award.

(d) Contract Term

The initial contract shall be for two years. The contract period will be August 1, 2005 through July 31, 2007. Medicaid shall have one, one-year option for extending this contract. At the end of the

contract period Medicaid may at its discretion, exercise the extension option and allow the period of performance to be extended at the **same rate** paid by Medicaid for the initial contract term. In no event shall the term of the original contract plus the extension option exceed a total of three years. The extension will operate under the same terms and conditions as the initial contract.

Primary Contractor acknowledges and understands that this contract is not effective until it has received all requisite state and federal government approvals. Primary Contractor shall not begin performing work under this contract until notified to do so by Medicaid. Primary Contractor is entitled to no compensation for work performed prior to the effective date of this contract.

(e) Contract Elements

The contract for maternity care services shall include the following:

1. Executed contract,
2. ITB, and any amendments thereto,
3. Primary Contractor's bid to the ITB,

And the applicable provisions of:

1. Title XIX of the Social Security Act, as amended and regulations promulgated thereunder by HHS and any other applicable federal statutes and regulations
2. The statutory and case law of the State of Alabama
3. The Alabama State Plan for Medical Assistance under Title XIX of the Social Security Act as amended
4. The Alabama Medicaid Agency Administrative Code
5. Medicaid's written response to prospective bidder's questions
6. Medicaid Provider Billing Manual
7. Maternity Care Program Operational Manual
8. The approved 1915(b) Waiver
8. The Code of Federal Regulations (CFR)

It is the responsibility of the Primary Contractor to be aware of and maintain current copies of the contract elements.

(f) Cooperation

Effective implementation and maintenance of oversight services shall require close cooperation between Medicaid and Primary Contractor. To this end, the parties agree to work mutually in solving problems. Primary Contractor shall make known and fully describe to Medicaid, in writing, any difficulties encountered that threaten required performance or when such a potential exists. Such difficulties may include, but are not limited to:

1. interpretation of Medicaid policies and procedures
2. meeting reporting requirements
3. access to care
4. availability of staff

Primary Contractor shall notify Medicaid's designee for program management, by telephone within one (1) working day of discovery of any problem that has already occurred, or within one (1) working day of the identification of potential problems that threaten required performance. All telephone notices shall be followed up in writing, including any action taken, within three (3) business days.

(g) Compliance with State and Federal Regulations

Primary Contractor shall perform all services under the contract in accordance with applicable

federal and state statutes and regulations. Medicaid retains full operational and administrative authority and responsibility over the Alabama Medicaid Program in accordance with the requirements of the federal statutes and regulations as the same may be amended from time to time.

(h) Confidentiality

Primary Contractor shall treat all information, and in particular information relating to enrollees that is obtained by or through its performance under the contract, as confidential information to the extent confidential treatment is provided under State and Federal laws including 45 CFR 160.101 – 164.534 and 438.100(d). Primary Contractor shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and rights under this contract. All information as to personal facts and circumstances concerning enrollees obtained by Primary Contractor shall be treated as privileged communications, shall be held confidential, and shall not be divulged to anyone other than the agencies already specified without written consent of Medicaid or the enrollee, provided that nothing stated herein shall prohibit the disclosure of information in summary, statistical, or other form that does not identify particular individuals. The use or disclosure of information concerning enrollees shall be limited to purposes directly connected with the administration of the State Plan. Upon signing of this contract by all parties, the terms of the contract become available to the public pursuant to Alabama law. Primary Contractor shall agree to allow public access to all documents, papers, letters, or other materials subject to the current Alabama law on disclosure. It is expressly understood that substantial evidence of Primary Contractor's refusal to comply with this provision shall constitute a material breach of contract.

Primary Contractors shall ensure safeguards that restrict the use or disclosure of information concerning applicants and recipients to the purpose directly connected with the administration of the Plan in accordance with 42 CFR Part 431, Subpart F, as specified in 42 CFR § 434.6(a)(8). Purposes directly related to the Plan administration include:

- (a) Establishing eligibility;
- (b) Determining the amount of medical assistance;
- (c) Providing services for recipients; and
- (d) Conducting or assisting an investigation, prosecution, or civil or criminal proceeding related to the administration of the Plan.

Pursuant to requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 (Public Law 104-191), the successful Primary Contractors will be required to sign a Business Associate agreement with the Agency.

(i) Federal Non-Disclosure Requirements

Each officer or employee of any person to whom Social Security information is or may be disclosed shall be notified in writing by such person that Social Security information disclosed to such officer or employee can be only used for authorized purposes and to that extent and any other unauthorized use herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the cost of prosecution. Such person shall also notify each such officer or employee that any such unauthorized further disclosure of Social Security information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 for each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n).

Primary Contractors shall take all reasonable precautions to ensure the safety and security of all information, data, procedures, methods, and funds involved in the performance under the contract, and shall require the same from all employees so involved. In compliance with 42 CFR §431.300

et seq. Contractor shall conform to the requirements of federal and state regulations regarding confidentiality of information about eligible recipients. Primary Contractors shall not release any data or other information relating to the Alabama Medicaid Program without prior written consent of Medicaid. This provision covers both general summary data as well as detailed, specific data. Contractor shall not be entitled to use of Alabama Medicaid Program data in its other business dealings without prior written consent of Medicaid. All requests for program data shall be referred to Medicaid for response by the Commissioner only.

(j) Contract Amendments

Only amendments in writing and signed by duly authorized representatives of the Primary Contractor, Medicaid and the Governor of the State of Alabama shall be effective. No covenant, condition, duty, obligation or undertaking contained in or made a part of the contract shall be waived except by written agreement or the parties.

(k) Notice to Parties

Any notice to Medicaid under the contract shall be sufficient when mailed to Alabama Medicaid Agency, Attention, Maternity Care Program, 501 Dexter Avenue, P.O. Box 5624, Montgomery, Alabama 36103-5624. Any notice to Primary Contractor shall be sufficient when mailed to Primary Contractor at the address given in the response to this ITB or on the contract after signing. All notices shall be given by certified mail, return receipt requested.

(l) Force Majeure

Both parties to this contract shall be excused from performance hereunder for any period that the State or Primary Contractor is prevented from performing such services pursuant hereto whole or in part as a result of an act of God, war, civil disturbance, epidemic, or court order; such non-performance shall not be a ground for termination for default.

(m) Disaster Recovery Plan

Primary Contractor shall provide Medicaid, for approval, prior to contract start date, a written implementation plan addressing satisfactory back-up arrangements for data processing equipment and files to provide continued contract performance in the event of machine failure or loss of records.

(n) Warranties Against Broker's Fees

Primary Contractor warrant that no person or selling agent has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission percentage, brokerage or contingency fee bona fide employees. In the event of a breach of this warranty by the Primary Contractor, Medicaid shall have the right to terminate this contract without any liability whatsoever, or, in its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift of contingent fee.

(o) Prohibition Against Assignment

Primary Contractor may not assign this contract to any third party without prior written approval of Medicaid.

(p) Novation

In the event of a change in the corporate or company ownership of Primary Contractor, Medicaid shall retain the right to continue the contract with the new owner or terminate the contract. The new corporate or company entity must agree to the terms of the original contract and any amendments thereto. During the interim between legal recognition of the new entity and Medicaid execution of the novation agreement, a valid contract will continue to exist between Medicaid and the original Primary Contractor. When, to Medicaid's satisfaction, sufficient evidence has been presented of the new owner's ability to perform under the terms of the contract, Medicaid may

approve the new owner and a novation agreement shall be executed.

(q) Employment Basis

It is expressly understood and agreed that Medicaid enters into this agreement with Primary Contractor and any subcontractor as authorized under the provisions of this contract as an independent Primary Contractor on a purchase of service basis and not on an employer-employee basis and not subject to State Merit System law.

(r) Disputes and Litigation

Any disputes concerning a question of fact arising under the contract which is not disposed of by agreement will be decided by the fair hearing process. In the event that the State of Alabama Medicaid Agency should prevail in any legal action arising out of the performance or non-performance of this contract, Primary Contractor must pay, in addition to any damages, all expenses of such action including reasonable attorneys' fees and costs. Fees and costs of defense shall be deemed to include administrative proceedings of all kinds, as well as all actions at law or equity. Any litigation brought by Medicaid or Primary Contractor to enforce any provision of the contract shall be brought in either the Circuit Court of Montgomery County, Alabama, or the United States District Court for the Middle District of Alabama, Northern Division, according to the jurisdictions of these courts. This provision shall not be deemed an attempt to confer any jurisdiction on these courts but is a stipulation and agreement as to forum and venue only.

(s) Waivers

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract can be waived except by written agreement of the parties.

(t) Not To Constitute A Debt of The State

Under no circumstances shall any commitments by Medicaid constitute a debt of the State of Alabama as prohibited by Article XI, Section 213, Constitution of Alabama of 1901, as amended by Amendment 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, whether now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the contract shall be deemed null and void.

(u) Indemnification

Primary Contractor shall hold harmless, defend and indemnify Medicaid as to any penalties or federal recoupment and any interest incurred by reason of any Title XIX noncompliance due to the fault of Primary Contractor and/or any subcontractors. The term "Title XIX noncompliance" shall be construed to mean any failure or inability of Medicaid to meet the requirements of Title XIX of the Social Security Act, due to an act or omission of Primary Contractor or subcontractor and/or any regulations promulgated by the federal government in connection therewith.

- ◆ Primary Contractor shall be liable and agrees to be liable for and shall indemnify, defend, and hold the State and Medicaid and their officers, employees and agents harmless from all claims, suits, judgments or damages, including court costs and attorney fees, arising out of or in connection with this contract due to negligent or intentional acts of omissions of the Primary Contractor and/or any subcontractors. Primary Contractor shall hold the State and Medicaid harmless from all subcontractor liabilities under the terms of this contract.

Primary Contractor agrees to indemnify, defend, and hold harmless Medicaid, its officers, agents, and employees from:

- ◆ Any claims or losses attributable to a service rendered by Primary Contractor or any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the contract regardless of whether Medicaid knew or should have known of such improper service, performance, materials or supplies unless otherwise specifically approved by Medicaid in writing in advance.
- ◆ Any claims or losses attributable to any person or firm injured or damaged by the erroneous or negligent acts, including without limitation, disregard of Federal or State Medicaid regulations or statutes, of Primary Contractor, its officers, employees, or subcontractors in the performance of the contract, regardless of whether Medicaid knew or should have known of such erroneous or negligent acts.
- ◆ Any failure of Primary Contractor, its officers, employees, or subcontractors to observe Alabama laws, including, but not limited to, labor laws and minimum wage laws, regardless of whether Medicaid knew or should have known of such failure.

(v) Debarment

Primary Contractor hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal department or agency.

B. RECORDS

(a) Records Retention and Storage

In accordance with 45 CFR §74.164, and 42 CFR 438.6(g), Primary Contractor shall maintain financial records, supporting documents, statistical records, and all other records pertinent to the Alabama Medicaid Program for a period of five years from the date of the final payment made by Medicaid to Contractor under the contract. However, if audit, litigation, or other legal action by or on behalf of the State or Federal Government has begun but is not completed at the end of the five year period, or if audit findings, litigation, or other legal action have not been resolved at the end of the five year period, the records shall be retained until resolution. Subsequent to the contract term, documents shall be returned to Medicaid within three working days following expiration or termination of the contract. Micromedia copies of source documents for storage may be used in lieu of paper source documents subject to Medicaid approval.

(b) Inspection of Records

Primary Contractor agrees that representatives of the Comptroller General, HHS, the General Accounting Office, the Alabama Department of Examiners of Public Accounts, and Medicaid and their authorized representatives shall have the right during business hours to inspect and copy Primary Contractor's books and records pertaining to contract performance and costs thereof. Primary Contractor shall cooperate fully with requests from any of the agencies listed above and shall furnish **free of charge** copies of all requested records. Primary Contractor may require that a receipt be given for any original record removed from Primary Contractor's premises.

(c) Medical Records

Primary Contractor and subcontractors shall ensure that a medical record system is maintained within the State of Alabama in accordance with §2091.3 and §2087.8 of the State Medicaid Manual which makes available to appropriate health professionals all pertinent information relating to the medical management of each recipient. All entries on medical records must be written in ink or typewritten and authenticated by the signature or initials of the health care professional.

C. TERMINATION OF CONTRACT

This Contract may be terminated by Medicaid for any or all of the following reasons:

- For any default by the Primary Contractor;

- For the convenience of Medicaid;
- In the event of the insolvency of or declaration of bankruptcy by the Primary Contractor; and
- In the event sufficient appropriated or otherwise obligated funds, either state or federal, no longer exist for the payment of Medicaid's obligation hereunder.

Each of these is described in the following subsections.

(a) Termination for Default

The failure of the Primary Contractor to perform or comply with any term, condition, or provision of this contract shall constitute a default by the Primary Contractor. In the event of default, Medicaid shall notify the Primary Contractor by certified or registered mail, return receipt requested, of the specific act or omission of the Primary Contractor which constitutes default. A copy of written notice shall be sent to any surety for Primary Contractor's Performance Guarantee.

Primary Contractor will have thirty (30) calendar days from the date of receipt of such notification to cure such default. In the event of default, and during the above-specified period, performance under the contract shall continue as though the default had never occurred. In the event the default is not cured in thirty (30) calendar days, Medicaid may, at its sole option, terminate the contract for default and proceed to seek appropriate relief from Primary Contractor and Surety. Such termination shall be accomplished by written notice of termination forwarded to the Primary Contractor by certified or registered mail, return receipt requested, and shall be effective at the close of business on the date specified in the notice. If it is determined, after notice of termination for default, that the Primary Contractor's failure was due to causes beyond the control of and without error or negligence of the Primary Contractor, the termination shall be deemed a termination for convenience.

(b) Termination for Convenience

Medicaid may terminate performance of work under the Contract in whole or in part whenever, for any reason, Medicaid shall determine that such termination is in the best interest of the State. In the event that Medicaid elects to terminate the contract, pursuant to this provision, it shall so notify the Primary Contractor by certified or registered mail, return receipt requested. The termination shall be effective as of the date specified in the notice.

(c) Termination for Bankruptcy or Insolvency

The filing of a petition for voluntary or involuntary bankruptcy of a company or a corporate reorganization pursuant to the Bankruptcy Act shall, at the option of Medicaid, constitute default by Primary Contractor effective the date of such filing. Primary Contractor must inform Medicaid in writing of any such action(s) immediately upon occurrence by the most expeditious means possible. Recipients and/or subcontractors cannot be held liable for unpaid debt caused by the Primary Contractor's bankruptcy or insolvency.

(d) Termination for Unavailability of Funds

Performance by the State of Alabama of any of its obligations under the contract is subject to and contingent upon the availability of state and federal monies lawfully applicable for such purposes. This Contract is conditional upon the availability of funds. Should funds become unavailable during the term of the Contract, the Contract shall terminate upon notice by Medicaid to Primary Contractor and Primary Contractor will be entitled to reimbursement for services provided prior to termination upon submission of a certified, itemized invoice that details the work performed prior to the termination.

(e) Procedure for Termination

Primary Contractor must:

1. Stop work under the contract on the date and to the extent specified in the notice of

- termination;
2. Place no further orders or subcontracts for materials, services, except as may be necessary for completion of such portion of work under the contract as is not terminated;
 3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
 4. Assign to Medicaid in the manner and to the extent directed by the Medicaid Commissioner all of the rights, title, and interest of the Primary Contractor under the orders or subcontracts so terminated, in which case Medicaid shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 5. With the approval or ratification of the Medicaid Commissioner, settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of the contract;
 6. Complete the performance of such part of the work as shall not have been terminated by the notice of termination; and
 7. Take such action as may be necessary, or as the Medicaid Commissioner may direct, for the protection and preservation of any and all property or information related to the contract which is in the possession of the Primary Contractor and in which Medicaid has or may acquire an interest.

(f) Termination Claims

After receipt of a notice of termination, Primary Contractor must submit to the Medicaid Commissioner any termination claim in the form and with the certification prescribed by the Medicaid Commissioner. Such claim shall be submitted promptly but in no event later than sixty (60) days from the effective date of termination. Upon failure of the Primary Contractor to submit its termination claim within the time allowed, the Medicaid Commissioner may, subject to any review required by State procedures in effect as of the date of execution of the contract, determine, on the basis of information available, the amount, if any, due to the Primary Contractor by reason of the termination and shall thereupon cause to be paid to the Primary Contractor the amount so determined.

Upon receipt of notice of termination, Primary Contractor has no entitlement to receive any amount for lost revenues or anticipated profits or for expenditures associated with this or in any other contract. Primary Contractor will be paid only by the following upon termination:

- At the contract price(s) for completed deliverables and services delivered to and accepted by Medicaid; and/or
- At a price mutually agreed by the Primary Contractor and Medicaid for partially completed deliverables.

In the event of the failure of the Primary Contractor and Medicaid to agree in whole or in part as to the amounts with respect to costs to be paid to the Primary Contractor in connection with the total or partial termination of work pursuant to this article, Medicaid shall determine on the basis of information available the amount, if any, due to the Primary Contractor by reason of termination and shall pay to the Primary Contractor the amount so determined.

(g) Primary Contractor's Duties Upon Expiration/Termination

(i) Transfer of Documents

At Medicaid's discretion, but no later than three (3) working days following expiration or termination of the contract, Primary Contractor, at its expense, shall box, label, and deliver to Medicaid, the following items:

1. Any information, data, manuals, records, claims or other documentation which shall permit Medicaid to continue contract performance or contract for further

- performance with another Primary Contractor
2. Primary Contractor shall organize information, data, manuals, records, claims and other documentation by contract component as well as label information, data, manuals and other documentation so that it may be easily understood and identified.

(ii) Dialogue

Primary Contractor shall at any time during the transition period and up to ninety (90) calendar days after expiration of the contract answer all questions and provide all dialogue and training that Medicaid deems necessary to enable the successor Primary Contractor to take over the provision of maternity care services. All such communications shall be with or through the project manager.

D. EMPLOYMENT PRACTICES

(a) Nondiscrimination Compliance

Primary Contractor shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Executive Order No. 11246, as amended by Executive Order No. 11375, both issued by the President of the United States, the Americans with Disabilities Act of 1990, and with all applicable federal and state laws, rules and regulations implementing the foregoing statutes with respect to nondiscrimination in employment.

(b) Small and Minority Business Enterprise Utilization

In accordance with the provisions of 45 CFR Part 74 and Attachment 0, paragraph 9 of OMB Circular A-102, affirmative steps shall be taken to ensure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services.

(c) Worker's Compensation

Primary Contractor shall provide and maintain workman's compensation insurance for all of its employees under the contract or any subcontract thereof, if required by state law during the life of this contract.

(d) Employment of State Staff

Primary Contractor shall not knowingly engage on a full-time, part-time, or other basis during the term of this contract any professional or technical personnel or contractual consultants who are or have been in the employment of Medicaid during the twelve (12) months prior to the effective date of this contract without the written consent of Medicaid.

(e) Non Discrimination in Providing Services

Primary Contractors shall follow non-discriminatory standards of care, which include but are not limited to:

- (1) Providing the same standard of care for all Medicaid Recipients regardless of the eligibility category.
- (2) Ensuring that no person will, on the grounds of race, color, creed, national origin, age or handicap, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program of services provided by Medicaid.
- (3) Compliance with Federal Civil Rights and Rehabilitation Acts is required of a provider participating in the Alabama Medicaid Program.

E. GUARANTEES, WARRANTIES, CERTIFICATIONS

(a) Indemnification

Primary Contractor shall hold harmless, defend and indemnify Medicaid as to any penalties or federal recoupment and any interest incurred by reason of any Title XIX noncompliance due to the fault of Contractor and/or any subcontractors. The term "Title XIX noncompliance" shall be construed to mean any failure or inability of Medicaid to meet the requirements of Title XIX of the Social Security Act, due to an act or omission of Contractor or subcontractor and/or any regulations promulgated by the federal government in connection therewith.

Primary Contractors shall be liable and agree to be liable for and shall indemnify, defend, and hold the State and Medicaid and their officers, employees and agent harmless from all claims, suits, judgments or damages, including court costs and attorney fees, arising out of or in connection with this contract due to negligent or intentional acts of omissions of the Primary Contractor and/or any subcontractors. Primary Contractor shall hold the State and Medicaid harmless from all subcontractor liabilities under the terms of this contract.

Primary Contractor agrees to indemnify, defend, and hold harmless Medicaid, its officers, agents, and employees from:

Any claims or losses attributable to a service rendered by Primary Contractor or any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the contract regardless of whether Medicaid knew or should have known of such improper service, performance, materials or supplies unless otherwise specifically approved by Medicaid in writing in advance.

Any claims or losses attributable to any person or firm injured or damaged by the erroneous or negligent acts, including without limitation, disregard of Federal or State Medicaid regulations or statutes, of Primary Contractor, its officers, employees, or subcontractors in the performance of the contract, regardless of whether Medicaid knew or should have known of such erroneous or negligent acts.

Any failure of Primary Contractor, its officers, employees, or subcontractors to observe Alabama laws, including, but not limited to, labor laws and minimum wage laws, regardless of whether Medicaid knew or should have known of such failure.

If at any time during the operation of this contract, Medicaid gains actual knowledge of any erroneous, negligent, or otherwise wrongful acts by Primary Contractor, its Officers, employees, or subcontractors, Medicaid agrees to give Primary Contractor written notice thereof. Failure by Medicaid to give said notice does not operate as a waiver of Primary Contractor's obligations to Medicaid, or a release of any claims Medicaid may have against Primary Contractor.

(b) Security and Release of Information

Primary Contractor shall take all reasonable precautions to ensure the safety and security of all information, data, procedures, methods, and funds involved in the performance under the contract, and shall require the same from all employees so involved. In compliance with 42 CFR §431.300 et seq. Primary Contractor shall conform to the requirements of federal and state regulations regarding confidentiality of information about eligible recipients. Primary Contractor shall not release any data or other information relating to the Alabama Medicaid Program without prior written consent of Medicaid. This provision covers both general summary data as well as detailed, specific data. Primary Contractor shall not be entitled to use of Alabama Medicaid Program data in its other business dealings without prior written consent of Medicaid. All requests for program data shall be referred to Medicaid for response by the Commissioner only.

(c) Share of Contract

No official or employee of the State of Alabama shall be entitled to any share of the contract or to any benefit that may arise therefrom.

(d) Conflict of Interest

The Primary Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with its performance hereunder. The Primary Contractor further covenants that in the performance of the contract no person having any such interest is presently employed or will be employed in the future by the Primary Contractor.

(e) Performance Security Bond

In order to assure full performance of all obligations imposed on a Bidder contracting with the State of Alabama, the Bidder will be required to provide a performance security bond in an amount equal to one month's compensation expected. The actual figure will be based on the firm and fixed price multiplied by 1/12th of the expected number of annual deliveries for the district. The performance security bond must be submitted by Bidder 10 calendar days prior to the contract start date. The form of security guarantee shall be one of the following:

- Cashiers check (personal or company checks are not acceptable)
- Other type of bank certified check
- Money order
- An irrevocable letter of credit
- Surety bond issued by a company authorized to do business within the State of Alabama

The Chief Financial Officer of Medicaid or his designee shall be the custodian of the performance guarantee. The performance guarantee shall reference this ITB and it shall be payable to the State of Alabama. Medicaid shall award the contract upon acceptance of the performance security.

If Bidder fails to deliver the required performance security, the proposal shall be rejected and the contract may be awarded to the provider of the next ranked proposal. In the event of a breach of contract, either through quality problems, late delivery, substitutions, non-performance, or other areas within the control of Bidder, Medicaid will notify Bidder in writing of the default and may assess reasonable charges against the Bidder's performance security. If, after notification of default, Bidder fails to remedy the State's damages within ten (10) working days, Medicaid may initiate procedures for collection against bidder's performance security.

In order to achieve the greatest economy for the State, Medicaid may choose the next responsive bidder, re-release the ITB, or complete any other action consistent with state purchasing laws. The performance security will be released within 60 days of the end of the contract term.

(f) Provision of Gratuities

Neither the Primary Contractor nor any person, firm or corporation employed by the Primary Contractor in the performance of this contract shall offer or give, directly or indirectly, to any employee or agent of the State, any gift, money or anything of value, or any promise, obligation or contract for future reward or compensation at any time during the term of this contract.

F. CONTRACT SANCTIONS**(a) Liquidated Damages**

Primary Contractor shall be liable for any penalties and late deliverables or disallowance of Federal Financial Participation incurred by Medicaid due to Primary Contractor's failure to comply with the terms of the contract. Imposition of liquidated damages may be in addition to other contract remedies, and does not waive Medicaid's right to terminate the contract.

The following liquidated damages shall be assessed against contractor for:

- ◆ Failure to produce required report or any contractor deliverable - \$500 per day per report.
- ◆ Failure to safeguard confidential information of providers, recipients or the Medicaid program - \$10,000 per instance plus any penalties incurred by Medicaid for said infractions.
- ◆ Failure to meet, technical or personnel requirements - \$500 per day that requirement is not met.

(b) Claim Recoupment

Failure to provide requisite services under this ITB will result in recoupment of claims or the requirement to bill for a lowered level of reimbursement.

Primary Contractors will receive written notice from Medicaid upon a finding of failure to comply with contract requirements, which contains a description of the events that resulted in such a finding. Primary Contractors will be allowed to submit rebuttal information or testimony in opposition to such findings. Medicaid shall make a final decision regarding implementation of liquidated damages.

G. METHOD OF PAYMENT AND INVOICES

(a) Use of Federal Cost Principles

For any terms of the contract which allow reimbursement for the cost of procuring goods, materials, supplies, equipment, or services, such procurement shall be made on a competitive basis (including the use of competitive bidding procedures) where practicable, and reimbursement for such cost under the contract shall be in accordance with 48 CFR, Chapter 1, Subchapter E, Part 31. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, such reimbursement shall be subject to Primary Contractor's compliance with applicable federal procurement requirements, and the determination of costs shall be governed by federal cost principles.

(b) Claim Submission

Primary Contractor shall submit claims for reimbursement for services provided according to the terms and conditions of this agreement. Primary Contractor should submit a HCFA-1500 claim as specified in the Alabama Medicaid Provider Billing Manual upon completion of the pregnancy.

(c) Payment

Alabama Medicaid will make payment based on Primary Contractor claims for services performed. All claims are subject to verification that services were performed and were acceptable as specified in the Scope of Work. All payments may be withheld until reports, and/or other requirements specified in the ITB during the applicable period are received and accepted by Alabama Medicaid as in compliance with contract requirements, less the assessment of any applicable liquidated damages. Payment will be made in the same manner during optional contract extension periods.

H. TRANSITION PLAN

At the end of the contract period to be covered by this ITB (August 1, 2005 - July 31, 2007 – unless extended); the following payments will be made for transitioning patients.

(a) If same Primary Contractor for that district: payment for all services will be at the new global rate beginning with the new contract period. There will be no settlement for women that may transition from one contract period to the next.

(b) If new Primary Contractor for that district:

- The incumbent Primary Contractor will be paid \$100 for each patient that did not deliver prior to the end of the contract period. It will be a lump sum payment to cover costs incurred. The incumbent Primary Contractor will be responsible for payment of services to subcontractors rendered to the end of the contract period.
- New Primary Contractor will receive payment from Medicaid as follows:
 - 1st month 93% of global
 - 2nd month 95% of global
 - 3rd month 98% of global

(c) For patients in their 3rd trimester, a startup exemption may be granted if their physician is not participating with the new Primary Contractor. Such exemptions must be received by September 30, 2007 (unless extended).

(d) Incumbent Primary Contractors must submit a list of patients transitioning out no later than 30 days prior to new contract start date to Medicaid's Program Manager.

I. IMPLEMENTATION ACTIVITIES

(a) Contractor's Requirements Meeting

This meeting may be held as specified in XI.A.(c).

(b) Readiness Review

Prior to the implementation date the State may conduct a readiness review of the Primary Contractor to ensure that all program requirements are in place. This review is required before the contract will be issued for execution. The purpose of the review will be to review administrative capability, provider subcontracts demonstrating the network, formal policies and procedures for patient care, a system of care coordination and home visits, review or education and outreach material, participation in the subcontractor training session and review of the quality assurance process. A checklist for the review will be provided prior to the review in order to allow the Primary Contractor time to prepare.

(c) District Training Sessions

As part of the readiness review, the Bidder will be required to hold a training session for subcontractors in their district. This session shall review all components of the program including, but not limited to, a review of billing procedures, procedure for protection of recipient choice, and quality assurance activities. Medicaid staff will participate but not conduct these sessions.

(d) Corrective Action Measures

In the event that a Primary Contractor fails to meet the requirements of the Contract during the readiness review the Primary Contractor will be informed of their deficiencies in writing by Medicaid. Primary Contractor will be given a deadline by which time all identified deficiencies must be corrected to the satisfaction of the team. Primary Contractor must respond within 48 hours of this notice of deficiencies with an acceptable corrective action plan.

In the event that a Primary Contractor fails to correct the deficiencies noted by Medicaid within the time frame specified by Medicaid approved corrective action plan, Primary Contractor will not be allowed to begin work. The geographic district covered by the deficient Primary Contractor shall not participate in the Maternity Care Program and Medicaid eligible recipients shall receive their services under a fee-for-service system for a period of no greater than thirty (30) calendar days. At the expiration of this thirty (30) day period Primary Contractor's completion of the Medicaid corrective action plan will be evaluated. If Primary Contractor has not corrected the deficiencies noted by the Medicaid Readiness Review Team, the Primary Contractor's contract with Medicaid will be terminated.

PART TWO
PROGRAM REQUIREMENTS AND SPECIFICATIONS

I. MATERNITY CARE PROGRAM

A. Purpose

The successful bidder shall be responsible for implementation and coordination of a comprehensive maternity care delivery system that can meet the needs of all eligible Medicaid recipients within its district. The mission of the program is to provide for the best possible birth outcome. This is accomplished through a coordinated system, augmented with case management and home visits, with an emphasis of quality.

B. General Information

The following includes a brief description of the current system covered by Medicaid:

1. Agency Overview

The Alabama Medicaid Agency is responsible for administration of the Alabama Medicaid Program under a federally approved State Plan for Medical Assistance. The mission of the Agency is to empower recipients to make educated and informed decisions regarding their health and the health of their families. This goal is accomplished by providing a system, which facilitates access for necessary and high quality preventive care, acute medical services, long term care, health education, and related social services. Through teamwork, the Agency strives to operate and enhance a cost efficient system by building an equitable partnership with health care providers, both public and private.

Medicaid's central office is located at 501 Dexter Avenue, Montgomery, Alabama 36104 (mailing address is P.O. Box 5624, Montgomery, AL 36103-5624). The majority of Medicaid's budgeted administrative positions are located at this site. The central office personnel are responsible for data processing, program management, financial management, program integrity, general support services, professional services, and recipient eligibility services. For certain recipient categories, eligibility determination is made by Agency personnel located throughout the State.

2. The Maternity Care Program

The Program has been operational since 1988. Program authority through the years has been through the 1915 (b) waiver process and state plan authority. Based on changes in the federal requirements governing managed care programs, the Agency will operate the program under the 1915 (b) waiver authority for this contract period. This allows the state to require pregnant women to receive their care through specified networks.

II. DISTRICTS AND ELIGIBLES

A. Maternity Care Program Districts

The state has been divided into 14 separate districts. This bid is being released for the following districts. Appendixes contain information for all districts. The 2004 fiscal year (10/1/03-9/30/04) numbers are provided as estimates of the number of deliveries to be expected under this contract period. NOTE: Not all deliveries may be reflected due to a lagtime in filing claims.

| District | Counties | FY 2004 Deliveries* |
|-----------------|-----------------|----------------------------|
| District 4 | Bibb | 109 |
| | Fayette | 101 |
| | Lamar | 80 |
| | Pickens | 147 |
| | Tuscaloosa | 966 |
| District 5 | Blount | 251 |
| | Chilton | 247 |
| | Cullman | 438 |
| | Jefferson | 3579 |
| | Shelby | 380 |
| | St. Clair | 360 |
| | Walker | 465 |
| | Winston | 153 |
| District 6 | Clay | 69 |
| | Coosa | 53 |
| | Randolph | 147 |
| | Talladega | 567 |
| | Tallapoosa | 238 |
| District 7 | Greene | 115 |
| | Hale | 112 |
| District 8 | Choctaw | 92 |
| | Marengo | 172 |
| | Sumter | 140 |
| District 10 | Autauga | 284 |
| | Bullock | 108 |
| | Butler | 192 |
| | Crenshaw | 80 |
| | Elmore | 368 |
| | Lowndes | 113 |
| | Montgomery | 1748 |
| | Pike | 250 |
| District 11 | Barbour | 183 |
| | Chambers | 269 |
| | Lee | 549 |
| | Macon | 135 |
| | Russell | 346 |
| District 12 | Baldwin | 812 |
| | Clarke | 206 |
| | Conecuh | 84 |
| | Covington | 277 |
| | Escambia | 291 |

| | | |
|-------------|--|--------------------------------|
| | Monroe Washington | 178 93 |
| District 13 | Coffee Dale Geneva Henry Houston | 247 301 184 99 659 |
| District 14 | Mobile | 3154 |

*based on Medicaid paid deliveries

B. Recipients to be Served

The following Medicaid recipients who are pregnant are required to participate in the Maternity Care Program:

- (a) Those certified through the SOBRA Program
- (b) Those certified through the MLIF Program (formerly AFDC)
- (c) Refugees
- (d) SSI eligible women

The following Medicaid recipients are not required to participate and should not be enrolled:

- (a) Dual eligibles (Medicare/Medicaid)

Recipients are notified at the time of application of the requirement to participate in the program. Additionally, Primary Contractors are required to have an outreach plan in their district to inform women of program requirements.

C. Potential Additional Eligibles

The number of eligibles may increase if additional eligibility groups are added to Medicaid. For example, an SCHIP eligibility expansion is being considered to cover services for unborns. It is estimated that the number of pregnant women eligible for Medicaid may increase by 3,000 additional women if this new eligibility category is added.

III. MATERNITY CARE PROGRAM ADMINISTRATION

The bid must address the bidder's approach to complying with each program requirement. Bidders are encouraged to review the Maternity Care Operational Manual, Administrative Code, Code of Federal Regulations and Medicaid Provider Billing Manual prior to completing their bid to ensure that all program requirements are addressed. The bid must explain how the requirements set forth will be met including examples where appropriate.

A. STANDARDS FOR PRIMARY CONTRACTORS *(please refer to the Operational Manual for complete details on each standard)*

1. Must demonstrate the capacity to serve the pregnant Medicaid population in the designated geographical area.
2. Must designate a Director or other designee to be available, accessible, and/or on call at all times for any administrative and/or medical problems which may arise.
3. Must require subcontractors providing direct care to be on call or make provisions for medical problems 24-hours per day, seven days per week.

4. Require that all persons including employees, agents, subcontractors acting for or on behalf of the Primary Contractor, be properly licensed under applicable state laws and/or regulations.
5. Comply with certification and licensing laws and regulations applicable to the Primary Contractor's practice, profession or business. The Primary Contractor agrees to perform services consistent with the customary standards of practice and ethics in the profession. The Primary Contractor agrees not to knowingly employ or subcontract with any health professional whose participation in the Medicaid and/or Medicare Program is currently suspended or has been terminated by Medicaid and/or Medicare.
6. Require that network providers offer hours of operation that are not less than the hours of operation to others patients.
7. Establish mechanisms to ensure that network providers comply with timely access requirements.
8. Comply with all State and Federal regulations regarding family planning services and sterilizations, including no restriction on utilization of services.
9. Require subcontractors providing direct services to meet the requirements of and enroll as Medicaid providers as applicable.
10. Require accurate completion and submission of hospital encounter data claims to support the validity of data used for statistical capitation purposes.
11. Cooperate with external review agents who have been selected by the State to review the Program.
12. Report suspected fraud and abuse to Medicaid.
13. Prohibit discrimination against recipients based on health status or need for health services.
14. Comply with the requirements of 42 CFR 438.224 in handling health and enrollment information.

B. FUNCTIONS/RESPONSIBILITIES OF PRIMARY CONTRACTORS *(please refer to the Operational Manual for complete details on each standard)*

1. Provide the pregnant Medicaid eligible population obstetrical care through a comprehensive system of quality care. The care can be provided directly or through subcontracts.
2. Implement and maintain the Medicaid approved quality assurance system by which access, process and outcomes are measured.
3. Utilize proper tools and service planning for women assessed to be at risk medically or psychosocially.
4. Provide recipient choice among delivering healthcare professionals.
5. Meet all requirements of the Provider Network, including but not limited to, maintaining

written subcontracts, notifying Medicaid of any changes in the network, and maintaining a network of providers to meet program requirements.

6. Maintain a toll-free line and designated staff to enroll recipients and provide program information.
7. Require subcontractors to comply with advance directives requirements.
8. Develop, implement and maintain an extensive recipient education plan.
9. Develop, implement, and maintain a provider education plan.
10. Develop, implement and maintain an effective outreach plan to make providers, recipients and the community aware of the purpose of the Maternity Care Program and the services it offers.
11. Develop, implement and maintain a grievance procedure that is easily accessible and that is explained to recipients upon entry into the system.
12. Develop, implement and maintain a system for handling billing inquiries from recipients and subcontractors so that inquiries are handled in a timely manner.
13. Maintain a computer based data system that collects, integrates, analyzes and reports. Minimum capabilities include perform recipient tracking, billing and reimbursement, produce data analysis and generate reports regarding recipient services and utilization.
14. Give Medicaid immediate notification, by telephone and followed in writing, of any action or suit filed and prompt notice of any claim made against the Primary Contractor by any subcontractor which may result in litigation related in any way to the subject matter of this Contract. In the event of the filing of a petition of bankruptcy by or against any subcontractor or the insolvency of any subcontractor, the Primary Contractor must ensure that all tasks related to any subcontractor are performed in accordance with the Terms of the Agreement.
15. Maintain for each recipient a complete record at one location of all services provided. The Primary Contractor shall obtain such information from all providers of services and identify by recipient name, recipient number, date of service, and services provided prior to making payment to that provider of service.
16. Perform claims review prior to submission to Medicaid for Administrative Review.
17. Advise recipients of services that may be covered by Medicaid that are not covered through the Maternity Care Program.
18. Promptly provide to Medicaid all information necessary for the reimbursement of outstanding claims in the event of insolvency.
19. Coordinate care from out-of-network providers to ensure that there is no added cost to the enrollee.

IV. HEALTHCARE PROFESSIONAL PANEL

A. Provider Network

1. Primary Contractors must have a delivery system that meets Medicaid standards and that promotes continuity of care and quality care. Primary Contractor must ensure that all medically necessary services, included as covered services pursuant to this bid, are provided. The bid, as part of the transmittal letter, must contain documentation that the Primary Contractor has a provider network in place.
2. Primary Contractor must offer participation opportunities for 30 days after contract award and for the 1st month of each succeeding contract year to all interested potential subcontractors within district boundaries. Subcontractors must be willing to abide by all program requirements and accept offered reimbursement for services provided.

For purposes of offering and awarding subcontracts, Primary Contractor must offer the reimbursement level consistent with other like subcontractors.

3. Primary Contractor is not required to offer participation to potential subcontractors who do not agree to abide by program requirements or to those who have been disqualified from participation in any federal program or any person convicted of an offense involving Medicaid. However, providers who are willing to abide by program requirements must be given equal and fair participation opportunities. Complaints of discrimination will be investigated by Medicaid.
4. Primary Contractor must contract with subcontractors who are geographically appropriate (50 miles/50 minutes) to recipients within the district. In addition, for DHCP, the network should be such that no one DHCP has more than 30 scheduled deliveries per month, considering all payment sources.
5. Primary Contractor must continually monitor the provider network to ensure that the capacity is sufficient to meet the needs of all Medicaid recipients and availability and accessibility are not hindered.
6. Primary Contractor must monitor and evaluate provider performance to ensure that Medicaid and Primary Contractor standards are met. Such monitoring and evaluation system shall include a corrective action system. Bidder must include full documentation of the proposed monitoring system in the bid.
7. Primary Contractor must notify Medicaid within one working day of any unexpected changes which would impair its provider network. This notification shall include:
 - (a) Information about how the change will affect the delivery of covered services, and
 - (b) Primary Contractor's plans for maintaining the quality of member care if the provider network change is likely to result in deficient delivery of covered services.
8. Primary Contractor should contract with subcontractors who are geographically appropriate (50 miles/50 minutes) of recipients within the district.
9. Provider Subcontract(s) must:
 - (a) Be in writing;
 - (b) Require provider to comply with Standards of Care;
 - (c) Require provider to comply with other terms and conditions contained in this bid;
 - (d) Contain provider reimbursement provisions;
 - (e) Contain a provision specifying that provider will agree that under no circumstances (including, but not limited to, situations involving nonpayment by the Primary Contractor, insolvency of the Primary Contractor, or breach of agreement) will the provider bill,

charge, seek compensation, remuneration or reimbursement from, or have recourse against, Medicaid recipients, or persons acting on their behalf, for covered services rendered during the term of provider's, agreement or sub-contract amount with the Primary Contractor. A provider may charge for non-covered services delivered on a fee-for-service basis to Medicaid recipients. Payment for maternity-related services not covered by the Maternity Care Program does not make the recipient responsible for all of her maternity care.,

- (f) Contain a provision specifying that failure to abide by ITB requirements and/or subcontract on the part of the subcontractor is grounds for termination by the Primary Contractor; and
- (g) Meet the requirements of 42 CFR 438.6(1).

B. Requirements For Subcontractors

Primary Contractors must have written policies for the selection and retention, credentialing and re-credentialing and non-discrimination of subcontractors. Primary Contractors may enter into subcontracts only where the subcontractor meets the following requirements:

- 1. Must have current Alabama Medical License or certification and licensure as a Certified Nurse Midwife or other appropriate licensure requirements
- 2. Must be enrolled as a Medicaid provider
- 3. Must have current hospital privileges, in good standing, at a participating hospital within the Maternity Care Program network.

Must not be currently debarred or sanctioned from participation by any Federal department or agency. Maternity Care Primary Contractors are required to notify Medicaid within two business days of time that a debarred provider is identified. The quarterly sanctions report that is distributed by Medicaid as well as the Debarred Provider List that is maintained at the federal level should be monitored on an ongoing basis to identify these individuals.

C. Recipient Choice

Recipients must be allowed to choose a delivering health care professional at the time of entry into the Maternity Care Program. If the recipient is enrolled in the Patient 1st Program, care continues through that program for non-maternity related services. A Delivering Healthcare Professional List must be available for use in the selection process. The bid should specify the bidder's approach in complying with choice requirements.

D. Changes in Selection

Recipients must be allowed to change healthcare professionals once without cause within the first 90 days of enrolling in the maternity program and at any time for just cause, which is defined as a valid complaint submitted to the Primary Contractor in writing.

V. MEDICAL CARE SYSTEM

A. Covered Services

- 1. Bidders must have or arrange for a comprehensive system of maternity care that provides for pregnancy – related care, including high risk care, to **all** pregnant recipients that reside in the district, with the exception of those recipients that are exempted from the program. Refer to Operational Manual for further details of covered services.
- 2. Below is a listing of the services that must be covered at a minimum.
 - a) Antenatal Services, including medical and inpatient care
 - b) Delivery Services, including medical and inpatient care

- c) Postpartum care services, including home visits
- d) Care Coordination Services

Protocols for service delivery should be described, including the process for managing high-risk pregnancies. Covered services must be medically necessary and encompass maternity related services as well as those that might otherwise complicate or exacerbate the pregnancy. The services to be provided through the Primary Contractor's network and which will be reimbursed as part of the global fee are described in the Operational Manual.

3. The Primary Contractor is responsible for pregnancy-related services as defined in this ITB from the time the pregnancy is diagnosed until the end of the month in which the 60th postpartum day falls. Maternity Care services are those that are pregnancy related, medically necessary, and encompass maternity related services as well as services to treat conditions that might otherwise complicate or exacerbate the pregnancy.
4. Specific CPT codes included in the global rate are specified in the Operational Manual.
5. The bid must contain an overview of the care delivery system that includes, but is not limited to:
 - a) Flowchart addressing both high and low risks patient flow through the care system from first entry into care to the postpartum visit, including care coordination;
 - b) A narrative explaining the patient flow;
 - c) Protocols to be followed by providers for providing maternity care which prescribe services for prenatal visits, risk assessment, referral and follow up arrangements for those patients at high risk, and postpartum services;
 - d) List of all the proposed delivering health care professional subcontractors with specialty;
 - e) Documentation that subcontractors are located within 50 miles/50 minutes of the location of recipients receiving care through the program;
 - f) DHCP/patient ratio;
 - g) Basic and specialty hospital arrangements;
 - h) Descriptive information of patient care and protocols;
 - i) List of available ancillary services (e.g. lab work, provision of anesthesia).

B. Excluded Services

The following services are excluded from the Maternity Care Program as further defined in the Operational Manual and are provided by Medicaid as fee-for-service, as applicable:

- a) Prescription Drugs
- b) Injections
- c) Family Planning visits
- d) Lab services other than Hemoglobin, Hematocrit and Urinalysis
- e) Radiology services
- f) Ultrasounds when prior authorized by the Agency
- g) Dental
- h) Circumcision
- i) Physician charges for routine newborn care, standby and infant resuscitation
- j) Non pregnancy related care
- k) Emergency Room Care (facility and physician)
- l) Medicaid emergency and non emergency transportation
- m) Drop out fees
- n) Specialist referrals
- o) Miscarriages <21 weeks
- p) Program Exemptions

C. Service Delivery

Primary Contractor shall have a delivery system that meets Medicaid requirements as defined in this bid and any attachment and references hereto, as amended. All services defined in this bid must be available, accessible and there must be an accessible and adequate number of facilities, locations and personnel for the provision of covered services 24 hours a day, seven days a week. Medicaid recipients must be offered the same access to provider office appointments and services that are available to all other maternity patients of the Delivering Health Care Professional.

D. High Risk Protocols

Each recipient entering the care system must be assessed for high risk pregnancy status and referred to a Delivering Health Care Professional qualified to provide high risk care if the assessment reflects a condition that can not be appropriately handled in routine prenatal care sites. High-risk care is the responsibility of the Maternity Care Primary Contractor.

The bid must clearly describe the way the program will manage high risk pregnancies, including: a process for identifying high risk cases, a method to denote high risk status and the reason for high risk status, a network for care, policy and procedures for monitoring referrals and services to be provided to high risk women.

E. Care Coordination

An integral part of the medical care delivered through the Maternity Care Program is Care Coordination. Care Coordination is the mechanism for linking and coordinating segments of a service delivery system to ensure that the most comprehensive program meets the recipient's needs for care. Care coordination is to be utilized as a resource by which the system can be brought together for the betterment of the recipient. Care Coordinator duties are as varied as the recipients served. Care Coordinators serve a vital role in ensuring that the medical care women receive is augmented with the appropriate psychosocial support. Care Coordinator responsibilities include, but are not limited to, performing the initial encounter requirements, performing the psychosocial risk assessment, assessing the medical and social needs, developing service plans, providing information and education, and tracking recipients throughout their pregnancy and postpartum period. Care Coordination is a professional skill and should be supported from within the Primary Contractor system.

Each bid must describe the care coordination component of the program, including how the administrative component, medical component and other elements of the program are supported by the efforts of the care coordinators.

F. Home Visits

Home visits must be provided according to the priority criteria established by Medicaid.

VI. PAYMENT FOR SERVICES

A. Global Fees

Primary Contractors will receive a payment fee upon completion of the services provided. These fees encompass all components of care as defined in Covered Services.

B. Reimbursement for Services

Global/delivery-only fees paid by Medicaid to the Primary Contractor represent payment in full. Recipients may not be billed for any services covered under this bid.

For recipients who receive total care through the Primary Contractor network, a global fee should be billed.

For recipients who receive no prenatal care through the Primary Contractor's network, a delivery-only fee must be billed. The components of the delivery-only fee include those services provided from the time of delivery through the postpartum period.

C. Subcontractor Reimbursement System

The Primary Contractor shall implement an automated reimbursement system for payments to subcontractors, out-of-plan providers and Primary Contractors in other districts. Payments to subcontractors should be made within 20 calendar days of the date of Medicaid payment (date funds deposited). In all cases payments to subcontractors should be within 60 calendar days of the date of delivery. Out-of-plan providers should be paid within 90 calendar days of submission of a clean claim to the Primary Contractor, unless the payment is under appeal. Primary Contractor must specify the payment methodology, i.e. capitation, fee for service, or partial capitation in provider subcontracts. The reimbursement system must comply with HIPAA requirements.

D. DHCP Payment

DHCPs must be paid at a rate no less than the Medicaid fee-for-service urban rate for delivery only. As of 2/1/05, the urban fee-for-service rate was \$1000 for delivery only and \$1300 for global care. Nurse midwives are paid at 80% of that rate.

E. Stop Loss

In cases where the total bills, based on Medicaid allowed amount and benefit limits, exceed \$25,000 per recipient; Medicaid will assume responsibility for the charges over \$25,000.

F. Third Party Liability

The Primary Contractor is responsible for collecting all third party insurance information prior to submitting a request for payment to Medicaid. Recipients with third party coverage (including COBRA) are required to follow program guidelines.

VII. RECORDS AND REPORTS

A. Records

Primary Contractor must maintain and make available to the State and representatives of Health and Human Services (HHS) studies, reports, protocols, standards, worksheets, minutes, or related documentation as requested by Medicaid.

B. Report Submission Requirements

1. Reports are to be submitted as specified in Section C below. Reporting periods are based on calendar dates. Due to the contract year, information reported may not reflect a full quarter. Primary Contractor should submit all available data for the quarter.
2. Primary Contractor shall be responsible for timeliness, accuracy, and completeness of reports as defined below:
 - a) Timeliness – Reports or other required data must be received on or before scheduled due dates.
 - b) Accuracy – Reports or other required data must be prepared in conformity with appropriate authoritative sources and/or Medicaid defined standards.
 - c) Completeness – All required information must be fully disclosed in a manner that is both responsive and pertinent to report intent with no material omissions.
 - d) Primary Contractor must agree to be responsible for continued reporting beyond the term

of the contract. For example, processing claims and reporting encounter data will likely continue beyond the term of the contract because of lag time in filing source documents by subcontractors.

3. Medicaid requirements regarding reports, report content and frequency of submission of reports are subject to change at any time during the terms of the contract. Primary Contractor shall comply with all changes specified by Medicaid. Medicaid will serve timely notice of any changes.

C. Reports

| | | |
|--|------------------------|---|
| Cost Summary Worksheet | Quarterly | Within 45 days of end of quarter |
| Sale, Exchange, Lease of Property | Occurrence | Within 5 days of occurrence |
| Loans and/or Extension of Credit | Occurrence | Within 5 days of occurrence |
| Furnishing for Consideration of Goods & Services | Occurrence | Within 5 days of occurrence |
| TPL | Quarterly | Within 45 days of end of quarter |
| Organizational structure | Annual and upon change | June 1 st and/or within 5 days of occurrence |
| Provider Network | Annual and upon change | June 1 st and/or within 5 days of occurrence |
| QAPI Activity | Quarterly | Within 45 days of end of quarter |
| Grievance Log | Quarterly | Within 45 days of end of the quarter |
| Service Summary Report | Quarterly | Within 45 days of end of the quarter |

Details on reporting requirements are contained in the Operational Manual.